

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

ED GONZALEZ AYALA,

CASE NO:

Plaintiff,

Fla. Bar No.: 962902

Vs.

DERMAFORCE PARTNERS, LLC,
an Arizona Corporation, and

Defendant.

_____ /

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, ED GONZALEZ AYALA,, by and through undersigned counsel, and sues the Defendants, DERMAFORCE PARTNERS, LLC, and alleges as follows:

1. This is an action for damages in excess of the sum of Thirty Thousand (\$30,000.00) Dollars, exclusive of interest, costs, and attorney's fees.
2. That at all times material hereto the Plaintiff, ED GONZALEZ AYALA, was and is a resident of Miami-Dade County, Florida.
3. To the best of the Plaintiff's knowledge the Defendant, DERMAFORCE PARTNERS, LLC, an Arizona Corporation, authorized to do and doing business in Miami-Dade County, Florida.
4. That at all times material hereto the Defendant, DERMAFORCE PARTNERS, LLC, leased 2019 Subaru Outback, Truck, vehicle identification number: 4S4BSAHC7K3380572.
5. That on or about August 24, 2021, the Defendant, DERMAFORCE PARTNERS, LLC, INC, did extend permissive use, both express and/or implied to the Defendant, WELLINGTON RIVERA, to operate and use the subject vehicle.

EXHIBIT 1

6. At all times material hereto, WELLINGTON RIVERA, was operating the subject vehicle with the permission of the owner, DERMAFORCE PARTNERS, LLC..
7. That pursuant to Florida Dangerous Instrumentality Doctrine, the owner is liable for the negligent acts of a permissive user of same.
8. That on August 24, 2021, WELLINGTON RIVERA, was operating the Defendant's 2019 Subaru Northbound on the I95 flyover. At that time, Irwin Rockwell was operating his motor vehicle Southbound in the Northbound lane of the I95 flyover. WELLINGTON RIVERA was negligent and carelessly operated the 2019 Subaru, in that he was distracted and had the last clear chance to avoid the accident but failed to do so.
10. At that time, the Plaintiff, ED GONZALEZ AYALA, was a passenger in the vehicle driven by WELLINGTON RIVERA.
11. That as a direct, proximate and foreseeable result of the negligence of the Defendant, DERMAFORCE PARTNERS, LLC, as aforesaid, the Plaintiff, was injured in and about his body and extremities and claims the following items of damage:
 1. Past, present and future medical and related expenses;
 2. Past, present and future aggravation of a pre-existing condition;
 3. Past, present and future physical and mental pain and suffering;
 4. Past, present and future shame, humiliation, scarring, disability, discomfort, disfigurement, and the inability to lead a normal life.
 5. Past, present and future loss of earnings and earning capacity;
12. The injuries suffered by the Plaintiff, ED GONZALEZ AYALA, are permanent and/or continuing in their nature and the Plaintiff has suffered in the past and will suffer in the future.

WHEREFORE, The Plaintiff, ED GONZALEZ AYALA, demands trial by jury and judgment against the Defendants, DERMAFORCE PARTNERS, LLC for an amount in excess of Thirty Thousand (\$30,000.00) Dollars, plus costs and all other awards recoverable under Florida law.

Respectfully submitted:

BY: Ramona L. Tolley
COHEN & NEWMARK, PLLC
RAMONA L. TOLLEY, ESQUIRE
74 NE 4th Avenue
Suite 1
Delray Beach, FL 33483
(561) 859-0900
rt@cohennewmark.com
FBN: 962902